

ARTICLE 15
NOTICES

Notices which are required to be given under this Agreement shall be in writing and shall be addressed and served personally or sent by prepaid, registered or certified mail as follows:

IF TO BUYER:

GF MORTGAGE CORP.
4 Campus Drive
Parsippany, NJ 07054

IF TO SELLER:

ARTICLE 16
GENERAL

16.01 This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all representations, promises, and statements, oral or written, made in connection with the subject matter of this Agreement in the negotiation hereof, and no such representation, promise, or statement not written herein shall be binding on the parties. This Agreement may not be varied or altered nor its provisions waived except by an agreement in writing executed by duly authorized agents of both parties. This Agreement shall be binding upon and inure to the benefit of the parties and each of their respective successors and assigns.

16.02 This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of New Jersey.

16.03 Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

16.04 Captions are for reference only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof.

16.05 The waiver of any breach, term, provision or conditions of this Agreement shall not be construed to be a waiver of any other or subsequent breach, term provision or conditions. All remedies afforded by this Agreement for a breach hereof shall be cumulative; that is, in addition to all other remedies provided for herein or at law or in equity.

16.06 This agreement may be cancelled by either party by written notice and such cancellation shall be immediately effective as to future transactions. Upon cancellation all loan files for Loans not approved for purchase shall be returned immediately to seller without further liability to Buyer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written on page 1.

GF MORTGAGE CORP.
BUYER
BY


ARTHUR E. GILGAR
VICE PRESIDENT

SELLER
BY



Robert W Skowrenski II, Pres.

EXHIBIT E

inside this

April 1, 1967

BETWEEN:

AND:

**CAPITAL ASSETS PROPERTY MANAGEMENT &
INVESTMENT CO., L.L.C. (Hereinafter "Capital Assets")
10 WEST HERGENTACE, SUITE 201
RED BANK, NEW JERSEY 07701**

WITNESSETH THAT the parties wish to enter into a form of Joint venture to be known as _____ and CAPITAL ASSETS, a Joint Venture, (also designated herein as the "Business"), and to be located at:

10 WEST HERTON PLACE, SUITE 201
KNOX BANK, NEW JERSEY 07701

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The function of Capital Assets and its contribution to the Joint Venture is to manage, improve, maintain and rent real property in the State of New Jersey as per this agreement. The function and contribution of [redacted] is to contribute his good name and credit to the Joint Venture.
2. The parties recognize that all data of the business and any other information are the property of the partnership and may be confidential in nature. This information will not be disclosed to the public indiscriminately.
3. The parties shall divide the profits (or losses) of the business in the following proportion or ratio:

It is requested that you advise the Bureau of the results of your investigation. If you have any questions or need further information, please contact the Bureau at (202) 452-2000. The Bureau is available to assist you at any time. Sincerely,
Special Agent in Charge

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CAPITAL ASSETS

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Capital Assets 60%

40%

The same ratio shall specifically be reflected in all deeds and other evidence of title; i.e., Capital Assets as to a 60% interest and [redacted] as to a 40% interest, pursuant to agreement dated April 1, 1997 and designated as [redacted] and

CAPITAL ASSETS, a Joint Venture

4. In the event that either party wishes to buy out the interest of the other party on any particular property, the same 60-40 ratio shall be used to determine the value. However, Capital Assets shall have the sole right to retain a licensed appraiser for the purpose of setting the value.

5. The parties understand that Capital Assets shall have total control of all properties, including the absolute right to obtain financing, and to determine what properties are bought and sold, for what price, and under what terms and conditions. They shall cooperate with each other in order to further the purposes of the Joint Venture.

6. [redacted] shall have the right to attend all closings where property is being purchased and receive a minimum of \$1,000.00 per transaction from Capital Assets for a minimum of four (4) closings.

7. None of the parties hereto shall sell, convey, pledge, encumber or assign their interest in the Joint Venture to any other person or entity.

8. By separate instrument of even date herewith, [redacted] shall execute a durable POWER OF ATTORNEY in Capital Assets giving the latter full authority to sell any property and to sign any deeds or other papers consistent with the terms of the within agreement.

1/2527 15:59 . 200.247 7.33pm

REF ID: A7519

PAGE 05

10. This agreement shall take effect on the date first above written.

IN WITNESS WHEREOF the parties have signed this agreement on the indicated date.

**CAPITAL ASSETS PROPERTY
MANAGEMENT & INVESTMENT CO.,
L.L.C.**

11y

EXHIBIT F

RECORD & RETURN TO:



Coastal Title Agency, Inc.
21 West Main Street • PO Box 740
Freehold, NJ 07728
1-800-521-0378



074451

Prepared by:

Lorraine E. King
LORRAINE E. KING

DEED

COUNTY OF MONMOUTH	
CONSIDERATION	
RTT <i>4/1/97</i>	add'l RTE
DATE <i>4/1/97</i>	BY <i>10</i>

This Deed, made this 8 day of NOVEMBER, 1996

Between
located at
Grantor

herein designated as

And
INVESTMENT, CO., INC.

& CAPITAL ASSETS PROPERTY MANAGEMENT &

, AS TO 40% INTEREST AND CAPITOL ASSETS
PROPERTY MANAGEMENT & INVESTMENT, CO., INC. AS TO 60%
INTEREST

located at 10 WEST BERGEN PLACE, SUITE 104, RED BANK, NEW JERSEY 07701 herein
designated as the Grantee;

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the
property described below to the Grantee. This transfer is made for the sum of UNDER ONE
HUNDRED DOLLARS. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of CITY OF ASBURY PARK
Block Account No.

No Property tax identification number is available on the date of this Deed. (Check this box
if applicable.)

Property. The Property consists of the land and all the buildings and structures on
the land in the CITY of ASBURY PARK County of MONMOUTH the State of New
Jersey, and is commonly known as , ASBURY PARK,
NEW JERSEY The legal description is:

SEE ATTACHED SCHEDULE FOR LEGAL DESCRIPTION.

THE GRANTOR WILL WARRANT, SECURE AND FOREVER DEFEND THE TITLE
TO THE SUBJECT PROPERTY.

DM
IT

A Refiner Group Holdings Company.

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Asbury Park, County of Monmouth and state of New Jersey, being more particularly described as follows:

NOTE: Being Lot(s) Block Tax Map of the City of Asbury Park.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX # (908) 308-1881

CLERK'S OFFICE
MONMOUTH COUNTY
NEW JERSEY

INSTRUMENT NUMBER
1997037762

RECORDED ON

Apr 07, 1997

4:14:24 PM

BOOK:08-588 PAGE:25

Total Fees \$

COUNTY RECORDING FEES \$22.00

DEDICATED TRUST FUND COMMISSION \$22.00

TOTAL \$44.00

MONMOUTH COUNTY

and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$

(3) FULL EXEMPTION FROM FEE

Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.
CONSIDERATION UNDER ONE HUNDRED DOLLARS

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c.176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)

- ☐ Grantor(s) 62 yrs. of age or over.
☐ One or two-family residential premises

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- ☐ Grantor(s) legally blind.
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.
☐ One or two-family residential premises.
☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ Not gainfully employed.
☐ No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- ☐ Affordable According to H.U.D. Standards.
☐ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.
☐ Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)

- ☐ Entirely new improvement.
☐ Not previously used for any purpose.

- ☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

This day of SEPTEMBER, 19 96
at NEW JERSEY
My Commission Expires JAN 26, 1998

Name of Deponent (Sign above line)

Name of Grantor (Sign above line)

Address of Deponent

Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL — White copy to be retained by County.

DUPLICATE — Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:18-8.12).

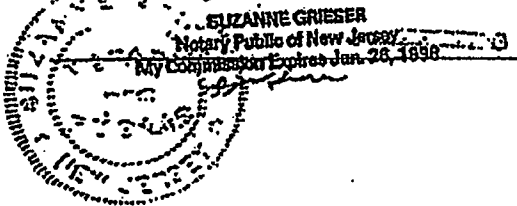
TRIPPLICATE — Pink copy is your file copy.

AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICE

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to Grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor who has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the presence of



STATE OF NEW JERSEY

SS

COUNTY OF MONMOUTH

Be it Remembered, that on November 8th, 1996, before me, the subscriber, a Notary Public of New Jersey, personally appeared _____, who I am satisfied, is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in N.J.S.A. 46:15-5, is UNDER ONE HUNDRED DOLLARS.

Lorraine E. King
LORRAINE E. KING
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 2, 2001

SERVICE LIST

WALSH SECURITIES, INC. V. CRISTO PROPERTY MANAGEMENT, ET AL
CIVIL ACTION NO. 97-3496 (DRD)

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Pro se (on certain counts of the Complaint)

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**Attorney for Garden State Indemnity Co. (Legal Malpractice carrier
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